

EXHIBIT A

Contract

Tar Heel

November 1, 2013

CONTRACT PRICING
RENEWAL

Pricing for the enclosed coverages shall be as follows:

Janitorial	<u>5 Full Days</u>	<u>6 Full Days</u>	<u>1 $\frac{1}{2}$ Partial W/E Shift</u>	<u>1 $\frac{1}{2}$ Full W/E Shift</u>
Labor	\$19,539.00	\$23,467.00	\$1,305.00	\$2913.00
Supplies	\$307.00	\$439.00	\$19.00	\$27.00
Equipment	\$558.00	\$591.00	\$0.00	\$0.00
TOTAL	\$20,404.00	\$24,497.00	\$1324.00	\$2,940.00

* Any additional plant shut down days shall result in a billing credit of \$5,235.00 / day.

PAYMENTS


Invoicing shall be on a fifty-two (52) week per year basis. Payment shall be due upon net 30 days.

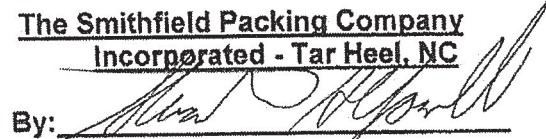
Additional labor requirements for duties not specifically covered in this contract can be furnished by Dycos Services, Inc. at a rate of \$13.00 per hour for labor and \$16.00 per hour for supervision. Overtime hours could apply and will be charged accordingly.

The term of this contract and any amendments shall be for one (1) year from the effective date of this contract, with automatic renewal thereafter on a year to year basis unless otherwise noted.

*The effective starting date shall be: **November 25, 2013**

APPROVALS

Dycos Services, Inc.

By: Randy Nixon - President
Date: 11/18/13

The Smithfield Packing Company
Incorporated - Tar Heel, NC
By: 
Date: 11/18/13

CONTRACT PRICING

Pricing for the enclosed coverage's shall be as follows:

November 1, 2013

Dycos Staffing	<u>5 Full Days</u>	<u>+1 Full W/E Day</u>		
Pallet Wash	\$6,279.00	\$1,231.00		
Bailer Trash Dock	\$1,851.00	\$363.00		
Pallet Weighing	\$2,510.00	\$618.00		
TOTAL	\$ 10,640.00	\$2,212.00		

PAYMENTS


Invoicing shall be on a fifty two (52) weeks per year basis. Payment shall be due upon net 30 day terms.

Our billing includes all deductions required by state and federal legislation, including employee's contributions for FICA taxes, providing unemployment and workers' compensation, liability insurance and fidelity bonding, as well as all other deductions and benefits paid to our temporary employees. Additionally, we cover all administration charges related to payroll, including preparation of W-2 forms at the end of the year. Dycos staffing, Inc. reserves the right to modify the pricing set forth in proportion to any legislative mandated or imposed by any agency of the state or federal government, new or increased cost which may be required by federal, state, or local law such as FICA, FUTA, State unemployment tax, and or government mandated benefits which increases Dycos Staffing, Inc. costs.

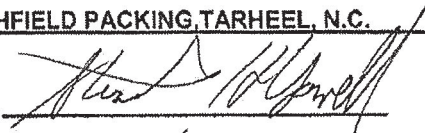
The term of this contract and any amendments shall be for one (1) year from the effective date of this contract, with automatic renewal thereafter on a year to year basis unless otherwise noted.

- The effective starting date shall be: November 25, 2013

APPROVALS

DYCOS STAFFING INC.

By: _____
Randy Saxon- Vice President
Date: 11/18/13

SMITHFIELD PACKING, TARHEEL, N.C.

By: 
Date: 11/18/13

revised

November 1, 2013

TABLE OF CONTENTS

	PAGE
I. GENERAL PROVISIONS	2
II. EMPLOYEE BENEFITS	7
III. FACILITY SURVEYS	9
IV. JOB SPECIFICATIONS	12
V. CONTRACT PRICING	28
VI. SERVICES OFFERED	29

November 1, 2013

DYCOS SERVICES, INC.

GENERAL PROVISIONS

FOR

THE SMITHFIELD PACKING COMPANY
INCORPORATED
“SMITHFIELD”

TAR HEEL

NORTH CAROLINA

GENERAL PROVISIONS

A. INSURANCE

Dycos Services, Inc. shall maintain, at its own expense, and will provide Smithfield Packing with insurance in accordance with the following limits:

Workers Compensation	Statutory
Employer's Liability	\$500,000 each accident
General Liability	\$1 million each occurrence
	\$2 million aggregate

Each policy shall (i) be maintained with insurers with an A.M. Best rating of at least A-VIII and be reasonably acceptable to Company, (ii) provide that it cannot be cancelled or modified without thirty (30) days' advance written notice from the insurance company to Smithfield Packing, (iii) be primary and noncontributory to any insurance maintained by Smithfield Packing, (iv) name Smithfield Packing as an additional insured under the general liability policy. Original certificates of insurance evidencing such policies of insurance shall be delivered to Smithfield Packing prior to performing Services under this Agreement. Failure to deliver such certificates or failure of Smithfield Packing to demand such certificates shall not be considered a waiver or excuse performance under this provision. The liability of Dycos Services, Inc., as stated in the Agreement, is not limited by the scope or limits of any insurance policy or policies.

B. EQUIPMENT & SUPPLIES

Dycos Services, Inc. shall furnish all janitorial cleaning supplies and equipment necessary for contract compliance, with the exception of laundry room chemicals, any production cleaning chemicals and production department cleaning equipment. Smithfield shall furnish all paper products, hand soaps, liners, and deodorizers.

C. CANCELLATION

This contract may be terminated upon ninety (90) days written notification by either party. Dycos Services, Inc. reserves the right to terminate this contract for non-payment if Smithfield does not take corrective action within fifteen (15) days of notification of delinquency.

GENERAL PROVISIONS

D. CONTRACT PRICING

All pricing is computed based upon a fifty-two (52) week per year invoicing service to include any and all paid holidays and vacation scheduling as they apply to the Smithfield personnel. Both parties agree that our pricing shall be subject to negotiation in the event legislation is enacted by local, state or federal government which pertains to minimum wage, social security, unemployment insurance, worker's compensation insurance or government mandated benefits, which increases Dycos Services, Inc. cost. Any other revisions shall be negotiated on the contract anniversary date of each year.

E. FEES

Dycos Services, Inc. reserves the right to charge one (1) percent interest per month on past due invoices.

Dycos Services, Inc. reserves the right to recover any attorneys costs associated with the collection of past due invoices.

F. WORK WEEK

Dycos Services, Inc. shall provide services to Smithfield based on a five (5) day service with (6) and (7) day pricing.

G. RENEWAL

The term of this contract and any amendments shall be for one (1) year from the effective date of the original contract, with automatic renewal thereafter on a year to year basis unless otherwise noted.

H. IDENTIFICATION

All employees will be furnished with lab coats, gloves and hard hats by Smithfield.

I. THEFT OR DAMAGE

Dycos Services, Inc. shall be responsible for any loss or damage to property (money, equipment, securities, merchandise) or interruption of business production due to USDA issued NR Citations if such loss or damage was caused by an employee of Dycos Services, Inc. while performing contracted cleaning services on the premises of Smithfield.

GENERAL PROVISIONS

J. SAFETY PRECAUTIONS & TRAINING

Dycos Services, Inc. shall be responsible for instructing its employees in appropriate safety measures as they apply by the requirements of Federal OSHA standards. Dycos Services, Inc. will supply MSDS sheets on all chemicals it furnishes and will conform to the guidelines of Smithfield. Dycos Services, Inc. will also receive USDA training requirements and procedures from Smithfield EHS Department.

K. EXTRA LABOR

Additional labor requirements for duties not specifically covered in this contract can be furnished by Dycos Services, Inc. at a rate of \$13.00 per hour for labor and \$16.00 per hour for supervision. Overtime hours could apply and will be charged accordingly.

L. OFFICE & STORAGE

Smithfield shall provide adequate office and storage space to Dycos Services, Inc. This office space should be equipped with a desk and telephone and suitable for employee functions. Smithfield shall provide adequate storage space for supplies and equipment.

M. STAFFING

All employees hired by Dycos Services, Inc. with prior Smithfield experience, cannot be placed at the facility without prior written approval from management of Smithfield .

N. RETENTION

In the event an employee of Dycos Services, Inc. is given consideration for a job at your location, we ask that a 30 day notification be submitted to Dycos Services, Inc. in order to fill the vacancy and meet the contract requirements.

O. EMPLOYEE TESTING

Dycos Services, Inc. shall drug test each of its employees according to Dycos Services, Inc. Substance Abuse Policy.

GENERAL PROVISIONS

P. QUALITY INSPECTIONS

Dycos Services, Inc. will conduct quality inspections and issue these reports to the contract representative. These reports will include service problems, questions and/or comments by either party.

Q. INDEMNITY

Dycos Services, Inc. shall indemnify and hold harmless Smithfield, and its Officers, directors, employees, agents and representatives, together with their successors and assigns, against any loss, liability, damage or claim (including reasonable attorney's fees and other expenses) that arises from or is related to (a) breach of any representation, warranty, agreement or covenant contained in this Agreement by Dycos Services, Inc. or any of its officers, directors, employees, agents or representatives, or (b) the negligence or misconduct of Dycos Services, Inc. or any of its officers, directors, employees, agents or representatives. . The obligations of this provision shall survive termination and/or expiration of the Agreement.

R. NR INCIDENTS

Smithfield shall issue an immediate notification to the Dycos Services, Inc. District Manager in the event of a NR being issued, where Dycos Services, Inc. is the responsible party.

S. COMPLIANCE

Dycos Services, Inc. shall comply with all applicable federal, state and local laws, rules and regulations that may be required to perform Services hereunder, including, without limitation, those regarding business permits and licenses

November 1, 2013

DYCOS SERVICES, INC.

EMPLOYEE BENEFITS

FOR

THE SMITHFIELD PACKING COMPANY
INCORPORATED
“SMITHFIELD”

TAR HEEL

NORTH CAROLINA

November 1, 2013

EMPLOYEE BENEFITS

Dycos Services, Inc. offers a benefit program to its employees that meet the criteria of being meaningful and cost efficient. We believe this package enhances our ability to attract and retain valuable employees, while reducing turnover.

VACATION PAY

Full time employees will be eligible for one (1) week paid vacation after completing one (1) complete year as a full time employee.

HOLIDAY PAY

Full time employees will be eligible for paid holidays after ninety (90) days of continuous full time employment. The paid holidays are: New Years Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

(Smithfield will not operate on four (4) additional holidays: 1) MLK Day, 2) Easter Monday, 3) Memorial Day and 4) Christmas Day.)

November 1, 2013

DYCOS SERVICES, INC.

FACILITY SURVEYS

FOR

THE SMITHFIELD PACKING COMPANY
INCORPORATED
“SMITHFIELD”

TAR HEEL

NORTH CAROLINA

November 1, 2013

FACILITY SURVEYS JANITORIAL

Smithfield
Tar Heel
North Carolina

AREA	REST ROOMS	CANTEENS	ENTRANCES	STAIR WELLS
Front Offices	2	-	2	2
Production Area	17	2	-	4
Employment Office	2	1	1	-
TOTAL	21	3	3	6

November 1, 2013

FACILITY SURVEYS JANITORIAL

Smithfield
Tar Heel
North Carolina

AREA	CARPET	TILE	CERAMIC	CONCRETE	TOTAL
Front Offices	4,520	8,238	4,743	-	17,501
Production Areas	-	21,519	-	54,495	76,014
Employment Offices	576	1,704	484	-	2,764
Box Room	-	-	-	92,681	92,681
TOTALS	5,096	31,461	5,227	147,176	188,960

November 1, 2013

DYCOS SERVICES, INC.

JOB SPECIFICATIONS

FOR

THE SMITHFIELD PACKING COMPANY
INCORPORATED
“SMITHFIELD”

TAR HEEL

NORTH CAROLINA

JOB SPECIFICATIONS

GENERAL OFFICE CLEANING

ONCE PER 24 HOURS:

- Clean counter tops
- Empty waste containers, maintaining clean liners
- Clean water fountains

ONCE PER WEEK:

- Dust horizontal surfaces of desks, files, tables, etc. (Accessories are not to be moved by contractor employees)
- Dust wall mounted pictures and bric-a-brac
- Damp wipe and disinfect telephone
- Dust ledges, door jambs, and window sills
- Spot wash woodwork for fingerprints, smudges, etc.
- Spot wash interior windows, partitions and door glass
- Check for cobwebs and remove

TWICE PER YEAR:

- Brush registers / vents
- Dust blinds
- Dust / wipe baseboards

JOB SPECIFICATIONS

MAIN OFFICES

OFFICE RESTROOMS

ONCE PER 24 HOURS:

- Empty waste containers and spot clean exterior
- Clean and sanitize sinks, commodes, urinals
- Clean and sanitize sanitary waste containers
- Restock tissue, towels, and hand soaps
- Clean and dry polish mirrors
- Spot wash partitions and walls around fixtures
- Clean supply pipes
- Sweep floor
- Mop floor

ONCE PER WEEK:

- Dust partition tops
- Wash partitions

ONCE PER MONTH:

- Wash walls
- Scrub floors
- Vacuum / brush registers / vents

November 1, 2013

JOB SPECIFICATIONS

MAIN OFFICES

ENTRANCES & LOBBIES

ONCE PER 24 HOURS:

- Wash door glass (interior and exterior)
- Spot clean door facings to remove fingerprints
- Dust furniture and ledges
- Empty waste containers
- Sweep floor
- Damp mop floor with degreaser
- Police 20 foot area outside of entrance ways

JOB SPECIFICATIONS

MAIN OFFICES

FLOOR MAINTENANCE-TILED AREAS

ONCE PER 24 HOURS:

- Sweep and / or dust mop floors
- Spot damp mop for spillages and tracking

ONCE PER WEEK:

- Damp mop floors
- Buff floors

TWICE PER YEAR:

- Top scrub and recoat tile floors
- Strip and re-wax tiled floors

ON REQUEST:

- Any additional stripping and re-waxing of tile floors shall be done at the rate of \$0.18 per square foot.

FLOOR MAINTENANCE-CARPET

ONCE PER 24 HOURS:

- Vacuum carpet
- Spot clean carpet

ON REQUEST:

- Clean carpet at the rate of \$.15 per square foot.

JOB SPECIFICATIONS

PLANT OFFICES

ONCE PER 24 HOURS:

- Empty trash containers, maintaining clean liners
- Clean door glass and partition glass
- Sweep and / or dust mop flooring (vacuum if carpeted)
- Spot mop floors for spillages

ONCE PER WEEK:

- Dust horizontal surfaces of desks, files, tables, etc. (Accessories are not to be moved by contractor employees)
- Damp mop floors

TWICE PER YEAR:

- Strip and re-wax tiled floors
- Brush registers / vents
- Dust / wipe baseboards

UPON REQUEST:

- Any additional stripping and re-waxing of tile floors shall be done at the rate of \$0.15 per square foot.

JOB SPECIFICATIONS

PLANT RESTROOMS

ONCE PER EIGHT HOURS: (CLEAN)

- Empty waste containers and spot clean exterior
- Clean and sanitize sinks, commodes, and urinals
- Clean and sanitize sanitary waste containers
- Restock tissue, towels and hand soaps
- Clean mirrors
- Wipe off trash can tops and sides
- Spot wash walls and partitions around fixtures
- Wipe off all dispensers
- Sweep floor
- Mop floor

ONCE PER EIGHT HOURS: (POLICE)

- Check tissue, towels, and hand soaps
- Pick up trash from floor
- Check trash containers
- Spot mop floor
- Spot wipe fixture surfaces

ONCE PER WEEK:

- Dust partition tops
- Wash partitions

ONCE PER QUARTER:

- G.I." clean restrooms

JOB SPECIFICATIONS

CANTEENS

ONCE PER EIGHT HOURS: (CLEAN)

- Spot clean glass
- Clean counter tops and table tops
- Clean interior and exterior of microwave ovens
- Clean sinks
- Damp wipe chairs
- Empty waste containers and spot clean
- Spot wash walls for fingerprints and smudges
- Sweep floors
- Mop floors

ONCE PER EIGHT HOURS: (POLICE)

- Pick up trash from floor and tables
- Check trash containers
- Spot mop floors

ONCE PER MONTH:

- Wash waste containers
- Brush registers / vents
- Wash interior windows

November 1, 2013

JOB SPECIFICATIONS

STAIRWELLS

ONCE PER 24 HOURS:

- Sweep steps and landings
- Spot mop steps and landings

ONCE PER WEEK:

- Mop steps and landings
- Spot wash walls for fingerprints and smudges
- Wipe handrails

November 1, 2013

CLEANING SPECIFICATIONS
ALL ACTIVITIES ARE EXECUTED 3 SHIFTS PER DAY

LAUNDRY ROOM

Job duties and benefits to Smithfield:

- Issue locker assignments to all Smithfield associates
- Perform regular cleaning and upkeep of Smithfield laundry equipment (washers and dryers)
- Distribution of supplies and inventory control
- Work with Smithfield's supervisors to maintain proper amount of inventory
- Report to Smithfield's supervisors any irregularities in inventory requests or requisitions
- Diligently pursue the reduction of inventory costs
- Dycos Services, Inc. shall be responsible for the labor to maintain the towel dispensers. Smithfield shall be responsible for maintenance parts for the towel dispensers.
- Inspect reusable PPE items and redistribute if approved
- Launder cut and cotton gloves
- Monitor and control inventory being dispersed through laundry room to Smithfield associates. Any shortages exceeding \$500.00 per month will be billed back to Dycos Services, Inc.

November 1, 2013

BAILING DUTIES

ALL ACTIVITIES ARE EXECUTED 3 SHIFTS PER DAY

- All bailing requirements will be performed by Dycos Staffing Associates as a separate contract and will be managed by Smithfield Management.

- 1 Associate 1st Shift
- 2 Associates 2nd Shift
- 2 Associates 3rd Shift

PALLET WASHING DUTIES

ALL ACTIVITIES ARE EXECUTED 3 SHIFTS PER DAY

- All pallet washing requirements will be performed by Dycos Staffing Associates as a separate contract and will be managed by Smithfield Management.

- 4 Associates 1st Shift
- 3 Associates 2nd Shift
- 3 Associates 3rd Shift

November 1, 2013

PALLET WEIGHING DUTIES
ALL ACTIVITIES ARE EXECUTED 3 SHIFTS PER DAY

- All pallet weighing requirements will be performed by Dycos Staffing Associates as a separate contract and will be managed by Smithfield Management.

- 2 Associates Each Shift (1st, 2nd, 3rd)

November 1, 2013

JOB SPECIFICATIONS

FLOOR SCRUBBING DUTIES

THREE TIMES PER WEEK:

- Scrub floors in big and small cafeterias, big and small locker rooms and main hallway
- Degrease stairway leading to big locker rooms, cafeteria and main hallway on third floor

ONCE PER MONTH:

- Scrub floors in box room

MISCELLANEOUS DUTIES

TWICE PER 24 HOURS:

- Wash down tow (2) concrete lanes in blood lot (Smithfield will provide equipment)

ONE PER MONTH:

- Conduct USDA mandated locker room clean up

November 1, 2013

JOB SPECIFICATIONS

SMOKING LOCATIONS

ONCE PER 24 HOURS:

- Empty smoking receptacles, wiping off tops
- Spot clean seating area
- Sweep floor
- Spot mop floor

November 1, 2013

JOB SPECIFICATIONS

WATER FOUNTAINS

ONCE PER 24 HOURS:

- Scrub clean water fountains
- Clean and mop around water fountains
- Clean wall around water fountains

FLOOR STRIPPING AND WAXING LOCATIONS

November 1, 2013

1. Conversion production offices
2. Cut production offices
3. Kill production offices
4. Mid-floor classroom
5. Mid-floor labs
6. Mid-floor QA offices
7. Export office
8. Transportation offices
9. Shipping offices
10. Waste water
11. Livestock
12. Fab shop
13. Purchasing offices
14. Payroll
15. Safety offices
16. Employment offices (classroom)
17. HR offices
18. Clinic
19. QA offices (front downstairs)
20. Worker's Comp
21. Showroom
22. Hallway
23. Steps
24. Rendering

November 1, 20123

DYCOS SERVICES, INC.

CONTRACT PRICING

FOR

THE SMITHFIELD PACKING COMPANY
INCORPORATED
“SMITHFIELD”

TAR HEEL

NORTH CAROLINA

November 1, 2013

DYCOS SERVICES, INC.

SERVICES OFFERED

FOR

THE SMITHFIELD PACKING COMPANY
INCORPORATED
“SMITHFIELD”

TAR HEEL

NORTH CAROLINA

SERVICES OFFERED

**DYCOS
GROUP**

**Dycos
Services, Inc.**

PLANT SERVICES

- ◇ Janitorial
- ◇ Plant Utility
- ◇ Forklift Operation
- ◇ Equipment Cleaning
- ◇ Lawn Care

**Dycos
Staffing, Inc.**

STAFFING

- ◇ Semi-Skilled & Unskilled
- ◇ Skilled Trades
- ◇ Technical / Engineers
- ◇ Professional
- ◇ On-Site Staffing

November 1, 2013

DYCOS STAFFING, INC.

CONTRACT

FOR

THE SMITHFIELD PACKING COMPANY
INCORPORATED
"SMITHFIELD"

TAR HEEL

NORTH CAROLINA

Pallet Wash

pricing sent 11/20/13

November 1, 2013

TABLE OF CONTENTS

	PAGE
I. GENERAL PROVISIONS	2
II. JOB SPECIFICATIONS	12
III. CONTRACT PRICING	28

DYCOS STAFFING, INC.
GENERAL PROVISIONS
FOR
THE SMITHFIELD PACKING COMPANY
INCORPORATED
“SMITHFIELD”
TAR HEEL
NORTH CAROLINA

GENERAL PROVISIONS

A. INSURANCE

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B. EQUIPMENT & SUPPLIES

Dycos Staffing, Inc. shall furnish all labor to perform contract specifications through Smithfield Management. Smithfield shall supply all equipment and supplies to perform contract duties.

C. CANCELLATION

This contract may be terminated upon ninety (90) days written notification by either party. Dycos Staffing, Inc. reserves the right to terminate this contract for non-payment if Smithfield does not take corrective action within fifteen (15) days of notification of delinquency.

GENERAL PROVISIONS

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E. FEES

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Dycos Staffing, Inc. reserves the right to recover any attorneys costs associated with the collection of past due invoices.

F. WORK WEEK

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G. RENEWAL

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H. IDENTIFICATION

All employees will be furnished with lab coats, gloves and hard hats by Smithfield.

November 1, 2013

GENERAL PROVISIONS

I. SAFETY PRECAUTIONS & TRAINING

Smithfield shall be responsible for instructing Dycos Staffing employees in appropriate safety measures as they apply by the requirements of Federal OSHA standards. Dycos Staffing, Inc. will also receive USDA training requirements and procedures from Smithfield EHS Department.

J. EXTRA LABOR

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K. STAFFING

All employees hired by Dycos Staffing, Inc. with prior Smithfield experience, cannot be placed at the facility without prior written approval from management of Smithfield .

L. RETENTION

In the event an employee of Dycos Staffing, Inc. is given consideration for a job at your location, we ask that a 30 day notification be submitted to Dycos Staffing, Inc. in order to fill the vacancy and meet the contract requirements.

M. EMPLOYEE TESTING

Dycos Staffing, Inc. shall drug test each of its employees according to Smithfield Management Substance Abuse Policy.

GENERAL PROVISIONS

N. INDEMNITY

Dycos Staffing, Inc. shall indemnify and hold harmless Smithfield, and its Officers, directors, employees, agents and representatives, together with their successors and assigns, against any loss, liability, damage or claim (including reasonable attorney's fees and other expenses) that arises from or is related to (a) breach of any representation, warranty, agreement or covenant contained in this Agreement by Dycos Staffing, Inc. or any of its officers, directors, employees, agents or representatives, or (b) the negligence or misconduct of Dycos Staffing, Inc. or any of its officers, directors, employees, agents or representatives. . The obligations of this provision shall survive termination and/or expiration of the Agreement.

O. COMPLIANCE

Dycos Staffing, Inc. shall comply with all applicable federal, state and local laws, rules and regulations that may be required to perform Services hereunder, including, without limitation, those regarding business permits

November 1, 2013

DYCOS STAFFING, INC.

JOB SPECIFICATIONS

FOR

THE SMITHFIELD PACKING COMPANY
INCORPORATED
“SMITHFIELD”

TAR HEEL

NORTH CAROLINA

November 1, 2013

JOB SPECIFICATIONS

BAILING DUTIES

ALL ACTIVITIES ARE EXECUTED 3 SHIFTS PER DAY

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PALLET WASHING DUTIES

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November 1, 2013

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